

ARTICLE VI
RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from GTE and resold by GLOBALEYES and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Guide. GTE will make available to GLOBALEYES for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carders, except as qualified by Section 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by GLOBALEYES.

2.1.1 GLOBALEYES shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with state requirements (e.g., R-I to B-I, disabled services or lifeline services to nonqualifying customers).

2.1.2 GLOBALEYES shall not resell lifeline services and services for the disabled.

2.1.3 GLOBALEYES shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to GLOBALEYES for resale. GTE will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Interim Universal Service Support Charge for Resale Services.

GLOBALEYES wishes to resell GTE's Basic Exchange Residential and Business services. It is GTE's position that GTE's current intraLATA toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells GTE's local service but does not resell GTE's intraLATA toll service. For this reason, GTE will not resell Basic Exchange Residential or Business services unless GLOBALEYES pays the monthly interim universal service support charge set forth in Appendix C. GTE believes that this interim surcharge is required by state and federal law.

The lawfulness of GTE's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer for resale Basic Exchange Residential and Business services at the avoided cost discount rate set forth in Appendix C without the interim surcharge, but subject to the following terms and conditions:

2.2.1 GLOBALEYES agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, GLOBALEYES will
(i) begin paying the monthly interim surcharge in accord with Appendix C, and
(ii) only to the extent specifically required by the terms of a Commission or court Order relating to the interim surcharge, GLOBALEYES will make a lump sum

payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement, or as otherwise specified in such Commission or court order.

2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring the CLEC to pay GTE's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.

2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

2.3 Restrictions on Discount of Retail Services.

The discount specified in Section 5.3 herein shall apply to all retail services except for the following:

2.3.1 GLOBALEYES may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. GLOBALEYES shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

2.3.2 GLOBALNES may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.3.3 GLOBALNES may resell COCOT coin or coinless line; however, no discount applies.

2.3.4 GLOBALEYES may resell special access; however, no discount applies.

2.3.5 GLOBALEYES may resell operator services and directory assistance as specified in Section 5.6 herein [; however, no discount applies

2.4 Resale to Other Carriers.

Services available for resale may not be used by GLOBALEYES to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carders, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Service Ordering. Service Provisionina. and Billing.

GLOBALEYES will order services for resale directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

3.2 Local Service Reauest.

Orders for resale of services will be placed utilizing standard LSR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing

the requisite end-user information as described in the Guide) must be provided by GLOBALEYES before a request can be processed.

3.2.1 GTE will accept orders for As-Is Transfer (AIT) of services from GTE to GLOBALEYES where GTE is the end-user's current local exchange company. GTE cannot provide an AIT of service from another CLEC selling GTE's services to GLOBALEYES.

3.3 Certificate of Operating Authority.

When ordering, GLOBALEYES must represent and warrant to GTE that it is a certified provider of local dial-tone service. GLOBALEYES will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

3.4 Directory Assistance (DA) Listings.

GTE shall include a GLOBALEYES customer listing in its DA database as part of the LSR process. GTE will honor GLOBALEYES Customers preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

3.5 Nonrecurring Charges.

GLOBALEYES shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

3.6 Alternate Billed Calls.

GTE shall record usage data originating from GLOBALEYES subscribers that GTE records with respect to its own retail customers, using services ordered by GLOBALEYES. On resale accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the services of GTE or another LEC or Local Service Provider (LSP) and billed to a resale service line of GLOBALEYES. Outcollects are calls that are placed using a GLOBALEYES resale service line and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect, credit card calls.

3.6.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to GLOBALEYES for billing to GLOBALEYES's end-users. GTE will settle with the earning company, and will bill GLOBALEYES the amount of each incollect record less the Billing & Collection (B&C) fee for end-user billing of the incollects. The B&C credit will be \$.05 per billed message. Any additional message processing fees associated with GLOBALEYES's incollect messages that are incurred by GTE will be billed to GLOBALEYES on the monthly statement.

3.6.2 Outcollects. When the GTE end-office switch from which the resale line is served utilizes a GTE operator services platform, GTE will provide to GLOBALEYES the unrated message detail that originates from a GLOBALEYES resale service line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). GLOBALEYES as the LSP will be deemed the earning company and will be responsible for rating the message at GLOBALEYES rates and GLOBALEYES will be responsible for providing the billing

message detail to the billing company for end-user billing. GLOBALEYES will pay to GTE charges as agreed to for services purchased, and GLOBALEYES will be compensated by the billing company for the revenue which GLOBALEYES is due.

When a non-GTE entity provides operator service to the GTE end office from which the resale line is provisioned, GLOBALEYES must contract with the operator services provider to get any EMR records which GLOBALEYES requires.

3.7 Transfers Between GLOBALEYES and Another Reseller of GTE Services.

When GLOBALEYES has obtained an end-user customer from another reseller of GTE services, GLOBALEYES will inform GTE of the transfer by submitting standard LSR forms to GTE.

3.7.1 GTE cannot accept an order for AIT of service from one CLEC reselling GTE services to another reseller of GTE services.

3.8 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to GLOBALEYES does not include local calling detail. However, GLOBALEYES may request and GTE shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.9 Billing.

GTE will utilize CBSS to produce the required bills for resold services. CBSS will create a bill to GLOBALEYES along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts.

3.10 LIDB.

For resale services, the LSR will generate updates to GTE's LIDB for validation of calling card, collect, and third number billed calls.

3.11 Originating Line Number Screening (OLNS).

Upon request, GTE will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance.

4.1 Maintenance, Testing and Repair.

GTE will provide repair and maintenance services to GLOBALEYES and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to GTE end-user customers. GTE will not initiate a maintenance call or take action in response to a trouble report from a GLOBALEYES end-user until such time as trouble is reported to GTE by GLOBALEYES. GLOBALEYES must provide to GTE all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

Resold basic Exchange Service includes, but is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line-includes a telephone number and dial tone.
- (b) Local Calling • at local usage measured rates if applicable to the end-user customer.
- (c) Access to long distance carriers
- (d) E-911 Emergency Dialing
- (e) Access to Service Access Codes • e.g., 800, 888, 900
- (f) Use of AIN Services (those Currently Available to end-users)
- (g) End-user Private Line Services
- (h) Listing of telephone number in appropriate “white pages” directory; and
- (i) Copy of “White Pages” and “Yellow Pages” directories for the appropriate GTE service area
- (j) IntraLATA toll

5.2 Other Services Available for Resale.

GTE will provide resold services at retail less the avoided cost discount as defined in Article VI, Section 5.3. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to GLOBALEYES are those telecommunication services described in GTE's retail tariffs, as amended from time to time. Any new retail services that GTE offers in such tariffs to customers who are not telecommunications carriers may also be available to GLOBALEYES for resale under the same terms and conditions contained in this Agreement.

52.1 Promotional Services. GTE shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable resale discount.

5.3 Rates.

The prices charged to GLOBALEYES for Local Services shall be calculated as follows:

- 5.3.1 Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.1 and Section 2.3 herein.
- 5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.
- 5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.

5.5 Access.

GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.

5.6 Operator Services (OS) and Directory Assistance (DA).

OS for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and DA (e.g., 411 calls) are provided as a part of Exchange Services offered for resale. GTE may brand this service as GTE .GLOBALEYES will be billed in accordance with GTE's retail tariff.

5.6.1 If GLOBALEYES requests branding, GTE will provide such rebranding with GLOBALEYES's name pursuant to Article VII, Section 12.

5.6.2 GLOBALEYES will be billed a charge for rebranding and customized routing as set forth in Article VII, Section 11.4 and additional charges specified in Article VII, Section 12.4.

5.6.3 For those offices that GLOBALEYES has requested GTE to rebrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where customized routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of GLOBALEYES. GLOBALEYES must negotiate with the third party. In these instances, GLOBALEYES will need to purchase customized routing and dedicated trunking to differentiate its OS/DA traffic from GTE's.

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996) and modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Under Section 251 (d)(2), the FCC was required to determine what UNEs should be made available, and it listed them in the now-vacated FCC Rule 51.319. Thus, there is currently no determination of what, if any, UNEs should be made available under the law, and until this determination is made then is no legal obligation to provide any particular UNEs. Without waiving any rights and only on an interim basis, GTE agrees to provide the UNEs listed herein ("Old 319 UNEs") in accordance with the associated provisions in the agreement and only upon the following interdependent terms and conditions:

- Until the FCC issue, new and final rules with regard to vacated Rule 51.319 that comply with the Act ("New Rules"), GTE will provide the Old 319 UNEs listed below even though it is not legally obligated to do so; provided, however, that GLOBALEYES agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.
- GLOBALEYES agrees that after the final FCC Rules are issued, the Parties will determine what UNEs should be included in the Agreement as required by the Act, and they will incorporate them into the Agreement. If the Parties cannot agree on what UNEs are then required under the Act, either Party at any time may seek to incorporate the appropriate UNEs under the Act into the agreement in accord with Sections 35 and 43 of Article III, the change of law provision(s) of the Agreement, notwithstanding anything to the contrary or the expiration of any time periods outlined in such provision (s) or any other provision of the Agreement
- By providing Old 319 UNEs, GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide Old 319 UNEs unconditionally. Moreover, GTE does not agree that the Old 319 UNE rates set forth below are just and reasonable and in accordance with the requirements of sections 251 and 252 of Title 47 of the United States Code.
- The above "status quo" arrangement applies only to UNEs, UNE pricing, unbundling and UNE platform issues. The Parties have not determined if other provisions of the Agreement are inconsistent with the law. To the extent there are other provisions in the Agreement that are inconsistent with, or impacted by the law, including the Supreme Court's decision in *Iowa Utilities Board*, it is the intent of the Parties that the Agreement should conform thereto and that the "change of law" provisions therein may be invoked to accomplish that end.

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by GLOBALEYES from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the GTE Guide.

2. Unbundled Network Elements.

2.1 Categories.

There are several separate categories of network components that shall be provided as UNEs by GTE:

- (a) Network Interface Device (NID)
- (b) Loop Elements
- (c) Port and Local Switching Elements
- (d) Transport Elements
- (e) SS7 Transport and Signaling

2.2 Prices.

Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.

2.2.4 Compensation For Exchange Of Traffic Using Unbundled Network Elements.

Compensation arrangements between GLOBALEYES and GTE for exchanging traffic when GLOBALEYES uses GTE provided Unbundled Network Elements; i.e., port and local switching, transport, shall be as provided in Appendix F.

2.2.5 Interim Universal Service Support Charge. GTE assesses a separate interim universal service fund surcharge for loops and ports to provide continued universal service support that is implicit in GTE's current retail services prices; and to respect the careful distinctions Congress has drawn between access to UNEs, on the one hand, and the purchase at wholesale rates of GTE services on the other. This surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that GTE will offer the port and loop UNEs at the rates set forth below in Appendix D without the interim surcharge, but subject to the following terms and conditions:

2.2.2.1 GLOBALEYES agrees that within thirty (30) days after the effective date of a Commission or court order affirming GTE's interim surcharge, GLOBALEYES will (i) begin paying the monthly interim surcharge in accord with Appendix D, and (ii) make a lump sum payment to GTE of the total interim surcharges retroactive to the effective date of this Agreement.

2.2.2.2 Notwithstanding any provision in this Agreement, GTE may, at its sole discretion and at any time, seek injunctive or other relief (i) requiring GLOBALEYES to pay GTE's interim surcharge or (if) requiring the Commission to immediately impose the interim surcharge.

2.2.2.3 Nothing in this Agreement shall restrict or impair GTE from seeking injunctive relief or any other remedy at any time and in any court regarding GTE's interim surcharge or the Commission's rejection or modification of GTE's interim surcharge.

2.3 Connection to Unbundled Elements.

GLOBALEYES may connect to the UNEs listed in Article VII, Section 2.1 that GLOBALEYES chooses. The UNEs must be Currently Available and connection to them must be technically viable. GLOBALEYES may combine these UNEs with any facilities that GLOBALEYES may itself provide subject to the following:

2.3.1 Connection of GLOBALEYES facilities to unbundled elements shall be **achieved** via physical collocation arrangements GLOBALEYES shall maintain at the Wire Center at which the unbundled **services** are resident.

(a) In circumstances where physical collocation arrangements cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements shall be negotiated between GTE and GLOBALEYES. All incremental costs associated with the alternative arrangements shall be borne by GLOBALEYES.

2.3.2 Each unbundled element shall be delivered to GLOBALEYES's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to GLOBALEYES collocation arrangement over an Expanded Interconnection **Service cross-**connection applicable to the unbundled elements. Applicable rates for **this cross-**connection are from GTE's FCC Tariff.

2.3.3 GLOBALEYES shall combine UNEs with its own facilities. GTE has no obligation to combine any UNEs for GLOBALEYES, nor does GTE agree to combine any network elements for GLOBALEYES. GLOBALEYES may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2 . 4 Service Quality.

GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from GLOBALEYES's specific use of or modification to any UNE.

2.5 Provisionina and Support.

GTE agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. GTE shall provide power to such elements on the same basis as GTE provides to itself.

3. Orderina and Billing.

3.1 Service Orderina. Service Provisionina. and Billing.

GLOBALEYES will order services for unbundled loops and ports directly from GTE through an electronic interface or fax. The following describes generally the processes GTE will use for ordering, provisioning and billing for UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide.

3.2 Local Service Request.

Orders for unbundled loops and ports will be placed utilizing standard LSR forms; Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by GLOBALEYES before a request can be processed.

3.3 Certificate of Operating Authority.

When ordering unbundled loops or ports, GLOBALEYES must represent and Warrant to GTE that it is a certified provider of local dial-tone service. GLOBALEYES will provide a

copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

3.4 Directory Assistance (DA) Listings.

GTE shall include a GLOBALEYES customer listing in its DA database as part of the LSR process for unbundled ports. GTE will honor GLOBALEYES customers' preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

3.5 Nonrecurring Charaes.

GLOBALEYES shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix D. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff.

3.6 Transfers Between GLOBALEYES.

When GLOBALEYES has obtained an end-user customer from another CLEC using GTE UNEs, GLOBALEYES will inform GTE of the transfer by submitting standard LSR forms to GTE.

3.7 Billing.

GTE will utilize CBSS to produce the required bills for unbundled loops, ports and shared transport. CBSB will create a bill to GLOBALEYES along with a summary bill master. State or sub-state level billing will include up to thirty (30) summary bill accounts. GTE will utilize CABS to produce the required bills for unbundled dedicated transport.

4. Network Interface Device.

4.1 Direct Connection.

GLOBALEYES shall be permitted to connect its own Loop directly to GTE's NID in cases in which GLOBALEYES uses its own facilities to provide local service to an end-user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, the following procedures shall apply:

4.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, GLOBALEYES must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. GLOBALEYES shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

4.1.2 At multi-tenant customer locations, GLOBALEYES must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If GLOBALEYES cannot gain access to the cable termination block, GLOBALEYES must make a clean cut at the closest point to the cable termination block. At GLOBALEYES's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. GLOBALEYES will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

4.1.3 GTE agrees to offer NIDs for lease to GLOBALEYES but not for sale. GLOBALEYES may remove GTE identification from any NID which it connects to a GLOBALEYES loop, but GLOBALEYES may not place sown identification on

such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.

- 4.1.4 GTE Loop elements leased by GLOBALEYES will be required to terminate only on a GTE NID. If GLOBALEYES leasing a GTE loop wants a GLOBALEYES NID, they will also be required to lease a GTE NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.2 NID to NID Connection.

Rather than connecting its loop directly to GTE's NID, GLOBALEYES may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

- 4.2.1 If GLOBALEYES provides its own loop facilities, it may elect to move all inside wire terminated on a GTE NID to one provided by GLOBALEYES. In this instance, a NID to NID connection will not be required. GLOBALEYES, or the end-user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.

4.3 Removal of Cable Pairs.

Removal of existing cable pairs required for GLOBALEYES to terminate service is the responsibility of GLOBALEYES.

4.4 Maintenance.

When GLOBALEYES provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. GLOBALEYES can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at GLOBALEYES's option, it can make a NID to NID connection, using the GTE NID only to gain access to the inside wire at the customer location.

4.5 Collocation Requirement.

When GLOBALEYES purchases a GTE NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

5. Loop Elements.

5.1 service Description.

A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a GTE end office or Wire Center to and including a demarcation or connector block in/at a subscribers premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

5.2 Categories of Loops.

There are six general categories of loops:

- 5.2.1** "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 6.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GTE does not guarantee data modem speeds on a 2-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.2** "4-wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.3** "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, GLOBALEYES is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where GTE has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, GTE does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.4** "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by GLOBALEYES to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where GTE has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, GTE does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.5** "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.
- 5.2.6** "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 26 DS-1

channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3 Conditioned Loops.

GLOBALEYES may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D, if available, or from the appropriate GTE intrastate special access tariff.

5.3.1 Upon GLOBALEYES request and where available, digital loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops.

5.4 Loop Testing.

5.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes. GLOBALEYES will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by GLOBALEYES.

5.4.2 All Loop facilities furnished by GTE on the premises of GLOBALEYES's end-users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

5.4.3 GTE will provide loop transmission characteristics to GLOBALEYES end-users which are equal to those provided to GTE end-users.

5.4.4 If GLOBALEYES leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to GLOBALEYES. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to GLOBALEYES at time the trouble ticket is closed in the same manner as GTE provides to itself and its end-users.

5.5 Pair Gain Technologies.

GTE shall provide GLOBALEYES unbundled loops where Currently Available. Where GTE utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC)¹ or analog carrier, GTE may not be able to provision an unbundled loop, in which event an unbundled loop would not be Currently Available. Where GTE can provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what GTE provisions. If an ordered unbundled loop using pair gain technology does not meet GLOBALEYES's requirements, GTE will, where Currently Available, use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet GLOBALEYES requirements, GTE will advise GLOBALEYES that

¹ See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

facilities are not available to provision the requested unbundled loop. GTE will not be required to construct additional facilities at GTE's expense to provide the unbundled loop for GLOBALEYES. GLOBALEYES may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request GTE to construct additional facilities at GLOBALEYES expense.

5.5.1 GTE will permit GLOBALEYES to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements GLOBALEYES maintains at a GTE Wire Center for the purpose of interconnecting to unbundled Loop elements.

5.6 Unbundled Loop Facility Qualification.

If GLOBALEYES plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled copper loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, GLOBALEYES is responsible for notifying GTE of its intent. GTE will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if GLOBALEYES deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by GTE or other CLECs, or if GTE has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, GTE will so advise GLOBALEYES and GLOBALEYES shall not be permitted to deploy such service enhancing technology. If GLOBALEYES disagrees with GTE's determination, the Parties will jointly review the basis for GTE's decision and attempt to mutually resolve the disagreement.

5.6.1 If GLOBALEYES orders an unbundled digital loop, pursuant to Sections 5.2.3 or 5.2.4, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, that shall constitute notification to GTE. GTE will perform the loop qualification as part of the ordering process and no additional charges will apply.

5.6.2 If GLOBALEYES orders an unbundled analog loop, pursuant to Sections 5.2.1 and 5.2.2, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. GTE will perform the loop qualification, however, additional charges may apply.

5.6.3 When GLOBALEYES fails to notify GTE of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or GLOBALEYES fails to properly order an unbundled digital loop and obtain prior qualification from GTE for the facilities, if GLOBALEYES's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will notify GLOBALEYES and GLOBALEYES will immediately remove such service enhancing technology and shall reimburse GTE for all incurred expense related to this interference.

5.7 Unbundled Loop Facility Compatibility.

Provided GLOBALEYES has notified GTE, pursuant to Section 5.6 of this Article, of the service enhancing copper cable technology deployed on an unbundled copper loop, GTE will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with GLOBALEYES technology.

5.0 Subloops.

- 5.81 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VII, Section 16.
- 5.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and GLOBALEYES.
- 5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and GLOBALEYES. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 5.8.4 GTE will provide loop transmission characteristics as specified in Section 5.4.3 herein.

6. Port and Local Switching Elements.

6.1 port.

A port provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end-user's Exchange Service on that switch, generates dial tone, and provides the end-user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end-users network address.

6.2 Ports Available as UNEs.

There are five types of Ports available as UNEs:

- 6.2.1 "Basic analog line side port" is a line side switch connection employed to provide basic residential and business type Exchange Service.
- 6.2.2 "ISDN BRI digital line side" port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
- 6.2.3 "Coin line side port" is a line side switch connection employed to provide coin services.
- 6.2.4 "DS-1 digital trunk side port" is a trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk ports.
- 6.2.5 "ISDN PRI digital trunk side port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide ISDN Exchange Services.

6.3 Local Switching.

Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services

provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions Currently Available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. GLOBALEYES will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix D.

63.1 GLOBALEYES must purchase Local Switching with the line-side port or bunk-side port.

6.3.2 Alternate Billed Calls. GTE shall record usage data originating from GLOBALEYES subscribers that GTE records with respect to its own retail customers, using services ordered by GLOBALEYES. On UNE port accounts, GTE will provide usage in EMR format per existing file exchange schedules. Incollects are calls that are placed using the services of GTE or another LEC or LSP and billed to a UNE Port, INP number, or LNP number of GLOBALEYES. Outcollect are calls that are placed using a GLOBALEYES UNE port and billed to a GTE line or line of another LEC or LSP. Examples of an incollect or an outcollect are collect, credit card calls.”

6.3.2.1 Incollects. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to GLOBALEYES for billing to GLOBALEYESs end- users. GTE will settle with the earning company, and will bill GLOBALEYES the amount of each incollect record less the Billing & Collection (B&C) fee for end user billing of the incollect. The B&C credit will be \$.05 per billed message. Any additional message processing fees associated with GLOBALEYESs incollect messages that are incurred by GTE will be billed to GLOBALEYES on the monthly statement.

6.3.2.2 Outcollect. When the GTE end office switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to GLOBALEYES the unrated message detail that originates from a GLOBALEYES resale service line or UNE port but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). GLOBALEYES as the LSP will be deemed the earning company and will be responsible for rating the message at GLOBALEYES rates and GLOBALEYES will be responsible for providing the billing message detail to the billing company for end-user billing. GLOBALEYES will pay to GTE charges as agreed to for services purchased, and GLOBALEYES will be compensated by the billing company for the revenue which GLOBALEYES is due.

When a non-GTE entity provides operator service to the GTE end office where the resale line or UNE port is provisioned from, GLOBALEYES must contract with the operator services provider to get any EMR records which GLOBALEYES requires.

6.4 Compliance with Section 2.3.

GLOBALEYES shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of GLOBALEYES to make arrangements for the delivery of

interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.

7. Transport Elements.

7.1 Shared Transport.

Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digit and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (GTE end-user or CLEC end-user when CLEC has purchased unbundled local switching), and are referred to as "Shared Transport Facilities". GTE will provide Shared Transport for a call originating from an unbundled switch port to the point where the call leaves GTE's network IP.

7.1.1 Many calls riding shared transport facilities will also be switched by GTE's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix D.

7.1.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.

7.1.3 The rating of Shared Transport is based upon the duration of a voice grade (or DSO) call on GTE's network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.

7.1.4 GTE is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of GTE. To ensure that the network is appropriately sized, GTE may request traffic forecasts from the CLEC requesting unbundled local switching. These forecasts must be provided to GTE on a quarterly basis, with a 12 month outlook.

7.1.5 GTE provides shared transport between GTE end offices or between a GTE end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points.

7.2 Dedicated Transport.

Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC) within the same LATA. Dedicated Transport may extend between two GTE SWCs (Interoffice Dedicated Transport or IDT) or may extend from the GTE SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the

SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 7.2.1 and 7.2.2 and below.

- 7.2.1 CLEC Dedicated Transport is the dedicated transport facility connecting the GTE Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end-user customer location).
- 7.2.2 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the GTE SWC. The product also includes the transport facility between the two locations, but extends no further into GTE's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE which has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.
- 7.2.3 CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth.
- 7.2.4 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two GTE Serving Wire Centers (SWCs). Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the Customer Designated Location (CDL). Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, or DS3 at rates outlined in Appendix D.
- 7.2.5 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring), and Transport Termination (per end, monthly recurring). GLOBALEYES may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D, if available, or the appropriate GTE intrastate special access tariff.

8. SS7 Transport and Signaling.

SS7 signaling and transport services in support of GLOBALEYES's local exchange services shall be provided in accordance with the terms and conditions of a separately executed agreement, specifically for SS7 signaling and transport services.

- 8.1 GTE will provide interconnection with its SS7 network at the STPs but not at other points.

9. LIDB Services.

Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

10. Database 800-Type Services.

Access to GTE's 800-Type database (i.e., 888,877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.

11. Ooerator Services and Directory Assistance.

GTE will provide OS and DA to GLOBALEYES in accordance with the terms set forth as follows:

- 11.1 When OS and/or DA is to be provided for calls that originate from a CLECs own switch, GTE will provide branded OS and/or DA pursuant to separate contracts to be negotiated in good faith between the parties after execution and approval of this Agreement by the Commission. (Refer to Article VIII for further details).
- 11.2 When OS and/or DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and branding is not requested, the CLECs calls will access GTE's OS and/or DA platform and will be processed in the same manner as GTE calls.
- 11.3 When OS and/or DA is to be provided for calls that originate from an unbundled port with local switching, as provided herein, and branding is requested, GTE will provide such rebranding on a switch-by-switch basis, subject to capability and capacity limitations where customized routing is Currently Available. Upon receipt of an order for rebranding, GTE will implement within 90 Business Days when technically capable.
- 11.4 GLOBALEYES will be billed charges for OS and DA and a charge for rebranding and Customized Routing as set forth in Section 12.2. In addition, charges specified in Section 12.4 will apply.
- 11.5 For those offices that GLOBALEYES has requested GTE to rebrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where Customized Routing is Currently Available. If GTE uses a third-party contractor to provide OS or DA, GTE will not provide branding nor will GTE negotiate it with a third party on behalf of GLOBALEYES. GLOBALEYES must negotiate with the third party. In these instances, GLOBALEYES will need to purchase customized routing to differentiate OS/DA traffic from GTE's.

12. Customized Routing.

Where Currently Available and upon receipt of a written BFR from GLOBALEYES as described in Article VII, Section 16, GTE agrees to provide customized routing for the following types of calls:

0-
0+Local
0+411
1+411
0+HNPA-555-1212(intraLATA, only when intraLATA presubscription is not available)
1 +HNPA-555-1212(intraLATA, only when intraLATA presubscription is not available).

- 12.1 GTE will provide GLOBALEYES a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). GLOBALEYES will return a list of these switches ranked in priority order. GTE will return to GLOBALEYES a schedule for customized routing in the switches with existing capabilities and capacity.
- 12.2 In response to the BFR from GLOBALEYES, GTE will provide GLOBALEYES with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing.

- 12.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.
- 12.4 When GTE agrees to provide customized routing to GLOBALEYES, GLOBALEYES will be required to establish Dedicated Transport in order to route OS/DA traffic to the designated platform. If unbundled Dedicated Transport is used to route OS/DA traffic to the designated platform, GLOBALEYES must purchase a Trunk Side port and establish a collocation arrangement in accordance with Section 2.3 of this Article. The rates for these UNEs will be billed in accordance with Appendix D. If the Dedicated Transport used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or Trunk Side port is required.
13. Advanced Intelligent Network Access (AIN).
GTE will provide GLOBALEYES access to GTE AIN functionality from GTE's AIN Service Control Point (SCP) via GTE's local switch or GLOBALEYES's local switch.
14. Directory Assistance Listing.
When GLOBALEYES orders an unbundled port or an unbundled loop, GLOBALEYES has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.
15. Operational Support Systems (OSS).
GTE shall provide OSS functions to GLOBALEYES for ordering, provisioning and billing that are generally available as described in Article III, Section 9 attached to this Agreement.
16. Bona Fide Request Process.
16.1 Intent.
The BFR process is intended to be used when GLOBALEYES requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
- 16.2 Process.
16.2.1 A BFR shall be submitted in writing by GLOBALEYES and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
- 16.2.2 GLOBALEYES may cancel a BFR in writing at any time prior to GLOBALEYES and GTE agreeing to price and availability. GTE will then cease analysis of the request.
- 16.2.3 Within five (5) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 16.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet GLOBALEYES's request. If extraordinary circumstances prevail, GTE will inform GLOBALEYES as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date.

GLOBALEYES and GTE will then determine a mutually agreeable date for receipt of the request.

- 16.2.5 Unless GLOBALEYES agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery. unless otherwise agreed to by GLOBALEYES, in accordance with the applicable provisions of the Agreement.**
- 16.2.6 Upon affirmative response from GTE, GLOBALEYES will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute resolution procedures described in Article III herein may be used by a Party to reach a resolution.**

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements.

When an end-user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end-users.

2. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

- 2.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 2.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 2.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

3. 911/E-911 Arrangements.

3.1 Description of Service.

GLOBALEYES will install from each of its central offices a minimum of two (2) dedicated trunks to GTE's 911/E-911 selective routers (Le., 911 tandem offices) that serve the areas in which GLOBALEYES provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. GTE will provide GLOBALEYES with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a GLOBALEYES central office serves end-users in an area served by more than one (1) GTE 911/E-911 selective router, GLOBALEYES will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

3.2 Transport.

If GLOBALEYES desires to obtain transport from GTE to the GTE 911 selective routers, GLOBALEYES may purchase such transport from GTE at the rates set forth in Appendix E.

3.3 Coooratfon and Level of Performance.

The Parties agree to provide access to 91 1/E-91 1 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of GLOBALEYES's systems to the 91 1/E-911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end-users. To this end, GTE will provide documentation to GLOBALEYES showing the correlation of its rate centers to its E-91 1 tandems at rates set forth in Appendix E .

3.4 Basic 911 and E-91 1 General Reaurements:

- 3.4.1 Basic 911 and E-91 1 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (91 1).
- 3.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.
- 3.4.3 All requirements for E-91 1 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
- 3.4.4 Basic 911 and E-91 1 functions provided to GLOBALEYES shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
- 3.4.5 Basic 911 and E-91 1 access from Local Switching shall be provided to GLOBALEYES in accordance with the following:
 - 3.4.5.1 GTE and GLOBALEYES shall conform to all state regulations concerning emergency services.
 - 3.4.5.2 For E-91 1, both GLOBALEYES and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 3.4.5.5.
 - 3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE operator services or, at GLOBALEYES's discretion, directly to GLOBALEYES operator services.
 - 3.4.5.4 Basic 911 and E-91 1 access from the GLOBALEYES local switch shall be provided from GTE to GLOBALEYES in accordance with the following:
 - 3.4.5.4.1 If required by GLOBALEYES and Currently Available, GTE shall interconnect direct trunks from the GLOBALEYES network to the E-91 1 PSAP, or to the E-91 1 selective routers as designated by GLOBALEYES. Such trunks may alternatively be provided by GLOBALEYES.
 - 3.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), GLOBALEYES shall participate in the provision of the 911 System as follows:

- 3.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
- 3.4.5.4.2.2 GLOBALEYES and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. GLOBALEYES and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.5 of this Article.
- 3.4.5.4.2.3 GLOBALEYES shall have the right to verify the accuracy of information regarding GLOBALEYES customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.
- 3.4.5.4.3 If a third party is the primary service provider to a 911 district, GLOBALEYES shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and GLOBALEYES are totally separate from this Agreement and GTE makes no representations on behalf of the third party.
- 3.4.5.4.4 If GLOBALEYES or Affiliate is the primary service provider to a 911 district, GLOBALEYES and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix E.
- 3.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 3.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with GLOBALEYES data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.

3.4.5.5 The following are Basic 911 and E-911 Database Requirements:

3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or GLOBALEYES which provides their records to GTE.

3.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.

3.4.5.5.3 GLOBALEYES shall be solely responsible for providing GLOBALEYES database records to GTE for inclusion in GTE's ALI database on a timely basis.

3.4.5.5.4 GTE and GLOBALEYES shall arrange for the automated input and periodic updating of the E-91 1 database information related to GLOBALEYES end-users. GTE shall work cooperatively with GLOBALEYES to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

3.4.5.5.5 GLOBALBYES shall assign an E-91 1 database coordinator charged with the responsibility of forwarding GLOBALBYES end-user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. GLOBALEYES assumes all responsibility for the accuracy of the data that GLOBALEYES provides to GTE.

3.4.5.5.6 GTE shall update the database within one (1) Business Day of receiving the data from GLOBALEYES. If GTE detects an error in the GLOBALEYES provided data, the data shall be returned to GLOBALEYES within one day from when it was provided to GTE. GLOBALEYES shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.

3.4.5.5.7 GTE agrees to treat all data on GLOBALEYES subscribers provided under this Agreement as strictly confidential and to use data on GLOBALEYES subscribers only for the purpose of providing E-91 1 services.

3.4.5.5.6 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from GLOBALEYES. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carder Code for GLOBALEYES is "GLOBALEYES"; the NENA Carrier Code for GTE is "GTE."

3.4.5.6 GTE and GLOBALEYES will comply with the following requirements for network performance, maintenance and trouble notification.

3.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual

trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.

3.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

3.4.5.6.3 GTE shall notify GLOBALEYES forty-eight (46) hours in advance of any scheduled testing or maintenance affecting GLOBALEYES 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting GLOBALEYES 911 service.

3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

3.4.5.7 Basic 911 and E-91 1 Additional Requirements

3.4.5.7.1 All GLOBALEYES lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the GLOBALEYES number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with GLOBALEYES to ensure that 911 service is fully available to all GLOBALEYES end-users whose telephone numbers have been ported from GTE, consistent with State provisions.

3.4.5.7.2 GLOBALEYES and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and GLOBALEYES shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

3.4.5.7.3 GLOBALEYES may enter into subcontracts with third parties, including GLOBALEYES Affiliates, for the performance of any of GLOBALEYES's duties and obligations stated herein.

3.4.5.7.4 Where GTE is the lead telco, GTE shall provide GLOBALEYES with notification of any pending selective router moves within at least ninety (90) days in advance.

3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

3.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for GLOBALEYES to update 911 database with end-user information for lines that have been ported via INP or LNP.

3.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where GTE is the lead telco:

- 3.4.6.1 GTE shall provide GLOBALEYES access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to GLOBALEYES within one (1) day after GLOBALEYES inputs information into the ALI/DMS database. Alternately, GLOBALEYES may utilize GTE or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix E.
- 3.4.6.2 GTE and GLOBALEYES shall arrange for the automated input and periodic updating of the E-911 database information related to GLOBALEYES end-users. GTE shall work cooperatively with GLOBALEYES to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.
- 3.4.6.3 Updates to MSAG. Upon receipt of an error recording an GLOBALEYES subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of GLOBALEYES to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on GLOBALEYES's LSR or via a separate feed established by GLOBALEYES pursuant to Section 3.4.5.7 of this Article.
- 3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for GLOBALEYES subscriber shall meet industry standards.

3.5 Compensation.

- 3.5.1 In situations in which GTE is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining GLOBALEYES's information by the municipality, GTE will seek such compensation from the municipality. GLOBALEYES will compensate GTE for such maintenance of the 911/E-911 database only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge GLOBALEYES a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix E.
- 3.5.2 For states where GTE bills and keeps the 9-1-1 surcharges, e.g. Hawaii, Ohio, and Michigan's Technical Surcharge, GLOBALEYES will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to GTE. Payments to GTE are due within thirty (30) days of GLOBALEYES's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.

- 3.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 9-I-I surcharges, less an administrative fee of one to three percent, to the 9-I-I district, GLOBALEYES will bill its access line subscribers the 9-I-I surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billing or remitting surcharges that apply to GLOBALEYES's access line subscribers.
- 3.5.4 Should the 9-I-I surcharge fee change, GTE will promptly inform GLOBALEYES of that change so that GLOBALEYES may conform to the new rate(s).

3.6 Liability.

GTE will not be liable for errors with respect to 91 1/E-91 1 services except for its gross negligence as addressed in applicable tariffs.

4. Information Services Traffic.

4.1' Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

4.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

4.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled ports for GLOBALEYES, GTE shall provide to GLOBALEYES the same call detail records that GTE records for its own end-users, so as to allow GLOBALEYES to bill its end-users. GTE shall not be responsible or liable to GLOBALEYES or ISP for Billing and Collection and/or any receivables of Information Service Providers.

4.2.2 Notwithstanding and in addition to Article III, Section 28, GTE shall be Indemnified and held harmless by GLOBALEYES from and against any and all suits, actions, losses, damages, claims, or liabilities of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in this Article VIII, Section 4.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

4.2.3 GTE agrees to notify GLOBALEYES in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 31, of any claim made against GTE on the obligations indemnified against pursuant to this Article VIII, Section 4.

4.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 4 is to be interpreted and enforced so as to provide indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.

4.3 900-976 Call Blocking.

GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or UNEs. GTE will block 900-976 traffic when requested to do so, in writing, by GLOBALEYES. GLOBALEYES shall be responsible for all costs associated with

the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.

4.4 Miscellaneous.

GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.

5. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, GLOBALEYES's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

6. Directory Assistance and Operator Services.

Where GLOBALEYES is providing local service with its own switch, upon GLOBALEYES's request GTE will provide to GLOBALEYES rebranded DA services and/or OS pursuant to separate contracts to be negotiated in good faith between the Parties. If GLOBALEYES so requests DA services and/or OS, such contracts shall provide for the following:

6.1 Directory Assistance Calls.

GTE DA centers shall provide number and addresses to GLOBALEYES end-users in the same manner that number and addresses are provided to GTE end-users. If information is provided by an automated response unit (ARU), such information shall be repeated twice in the same manner in which it is provided to GTE end-users. Where available, GTE will provide call completion to GLOBALEYES end-users in the same manner that call completion is provided to GTE end-users. GTE will provide its existing services to GLOBALEYES end-users consistent with the service provided to GTE end-users

6.2 Operator Services Calls.

GTE OS provided to GLOBALEYES end-users shall be provided in the same manner GTE OS are provided to GTE end-users. In accordance with GTE practices and at GTE rates, GTE will offer to GLOBALEYES end-users collect, person-to-person, station-to-station calling, third-party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote GLOBALEYES rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to GLOBALEYES end-users consistent with the service GTE provides to its own end-users.

7. Directory Assistance Listings Information.

GTE will make available to GLOBALEYES, at GLOBALEYES's request, GTE end-user and authorized LEC DA listing information stored in GTE's DA database for the purposes of GLOBALEYES providing DA service to its customers. Implementation of customized routing, pursuant to Article VII. Section 12 is required for GLOBALEYES to provide DA Service for GTE Resold and Unbundled Port services.

7.1 DA Listing Information includes the listed names, addresses and telephone numbers of GTE and authorized LEC subscribers, except as otherwise provided herein. Excluded are listings for restricted LEC lines and non-published listings. GTE DA listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise.

7.2 GTE shall provide to GLOBALEYES, at GLOBALEYES's request, DA listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by GLOBALEYES. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer.

7.2.6 Such listings shall be confidential information pursuant to Article III of this Agreement and GLOBALEYES will use the listings only for its DA services to its end-users. GLOBALEYES is not authorized to release GTE's DA listing information to any third party or to provide DA to any other party using GTE DA listing information, including GLOBALEYES's affiliates, subsidiaries or partners, except with the expressed written permission of GTE. In those instances where GLOBALEYES's affiliates, subsidiaries or partners also desire to use GTE's DA listing information, each affiliate, subsidiary or partner must negotiate a separate contract with GTE to obtain the listings.

7.2.7 If GLOBALEYES uses a third-party DA service for its end-users GLOBALEYES will ensure that such third party likewise treats the listings as Confidential Information pursuant to Article III of this Agreement, and uses them only for GLOBALEYES end-user DA.

7.2.8 GTE will include GLOBALEYES's DA listing information in GTE's DA data base which may be released to third parties which request GTE's DA listing information, unless GLOBALEYES provides GTE written notice within sixty (60) Business Days after the effective date of this Agreement that its DA listing information is restricted and should not be released to third parties. In the event that GLOBALEYES does properly notify GTE that its DA listing information is restricted, GTE will so advise third parties requesting such information.

7.3 GLOBALEYES agrees to pay GTE's standard charges for the initial load and daily updates of GTE's DA listing information, which will be provided upon request.

7.4 The Parties will work together to identify and develop procedures for database error corrections.

8. Directory Listings and Directory Distribution.

GLOBALEYES will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

8.1 Listings.

GLOBALEYES agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for GLOBALEYES's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

8 2 Distribution.

Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

GLOBALEYES will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

9. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

10. Street Address Guide (SAG).

GTE will provide to GLOBALEYES upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

11. Dialing Format Changes.

GTE will provide reasonable notification to GLOBALEYES of changes to local dialing format, i.e., 7 to 10 digit, by end office.

ARTICLE IX COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Article IX and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA. Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Sinole Caoed.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house their equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem pursuant to terms and conditions agreed to by those CLECs. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The host CLEC and guest(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the host is reimbursed for all or any portion of such charges by the guest(s).

The host CLEC and the guest CLEC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. All terms and conditions for caged collocation as described in this Article IX will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's (host CLEC-HC) caged collocation arrangement may be made available to a third party (guest CLEC-GC) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The HC would sublease the floor space to the GC pursuant to terms and conditions agreed to by the HC and GC involved. The GC(s) must each be independently collocated within the subleased caged Space for the purposes set forth in this Agreement. For additional details on subleased caged collocation see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. GTE approval of vendors utilized by CLECs shall be based on the same criteria GTE uses in approving contractors for its own purposes except with respect to security arrangements, which may be based on the same criteria GTE employs for its own employees. This space will be in a separate lineup, if available. If a separate bay lineup is not available, GLOBALEYES's bay will be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. GLOBALEYES equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The remainder of the terms of this Article IX shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for GLOBALEYES to contact to place a request for collocation. The point of contact will provide GLOBALEYES with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form, terms and conditions of the CSP.

3.1.2 Application Form/Fee. GLOBALEYES requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix G described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require GLOBALEYES to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. GLOBALEYES will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess

the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.1.3 Notification of Acceptance/Rejection. GTE will notify GLOBALEYES in writing within fifteen (15) days following receipt of the completed application if GLOBALEYES's requirements cannot be accommodated as specified. Should GLOBALEYES submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.

3.1.4 Changes. The first application form filed by GLOBALEYES shall be designated the original application. Original applications are subject to modification by minor or major changes to the facilities requested in the application.

3.1.4.1 Minor changes are those requests that do not require additional power, HVAC, or changes in cage/floor space. The GLOBALEYES will be required to submit a revised application and any accompanying charges reasonably assessed by GTE, but the deliverable dates for the project will not change. GTE's obligations under an original application may also be modified by major changes.

3.1.4.2 Major changes are requests that add telecommunications equipment that requires additional AC or DC power or HVAC; change the size or location of the cage or floor space; or in the case of cageless collocation, request additional bays. At the election of GLOBALEYES, major changes may be handled in one of the following two methods to the extent technically feasible.

(a) **Method 1: Additional Application.** GLOBALEYES may elect to have a major change treated by GTE as an additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of an additional application and non-refundable engineering fee, GTE will notify the GLOBALEYES in writing within fifteen (15) days following receipt of the completed additional application if the GLOBALEYES's additional requirements cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

(b) **Method 2: Change Application.** GLOBALEYES may elect to have a major change treated by GTE as a change application. A change application may affect GTE's obligation to process and fulfill the original application. On receipt of a change application and non-refundable engineering fee, GTE will notify GLOBALEYES in writing within fifteen (15) days following receipt of the completed change application if GLOBALEYES's requirements cannot be accommodated as specified. If on notification that GTE can accommodate the requirements of the change application, GLOBALEYES elects to proceed with the

change application, GTE's obligations under the original application will be merged with its obligations under the change application and the combined project timeline will be the date the change application was submitted. All of the provisions herein applicable to an original application similarly apply to a change application.

3.2 Space Availability.

GTE will notify GLOBALEYES within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify GLOBALEYES in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide GLOBALEYES with a price quote for collocation services required to accommodate GLOBALEYES's request within thirty (30) days of GLOBALEYES's application date, provided that no ICB rates are required in the quote. The quote will be honored for ninety (90) days from the date of issuance, provided however, that GTE reserves the right to change the price quote at any time prior to acceptance by GLOBALEYES. If the quote is not accepted by GLOBALEYES within such ninety (90) day period, GLOBALEYES will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, GLOBALEYES will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for a major augmentation to an existing collocation arrangement will require the submission of an application form and the non-refundable engineering fee.

3.51 Major augments may include adding telecommunication equipment that requires additional electrical power or HVAC, changes in the configuration or size of the cage or floor space, and requesting additional bays (cageless).

3.5.2 Minor augments will require the submission of an application form and the non-refundable augment fee. Minor augments are those requests that do not require additional power, HVAC or additional bays/cage/floor space, but may include adding light fixtures, AC outlets, so long as those requirements do not exceed the capacity of the existing/proposed electrical system. Requests for CLEC to CLEC cross connects and DSO, DS1, and DS3 facility terminations are included as minor augments.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. GTE does not guarantee contiguous space to GLOBALEYES to expand its existing collocation space. GLOBALEYES requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate fee.

3.7 Relocation.

GLOBAL EYES requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. GLOBAL EYES will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs (set forth in Appendix G described in Section 6.1) associated with the ordered collocation services, including, but not limited to, building modification, environmental conditioning and DC power charges, GTE will:

- (a) Schedule a meeting with GLOBAL EYES to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate GLOBAL EYES's request.
- (c) Work cooperatively with GLOBAL EYES to ensure that services are installed in accordance with the service requested.

GLOBAL EYES is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. GLOBAL EYES shall meet with GTE, if requested by GTE, to review design and work plans for installation of GLOBAL EYES's designated equipment within GTE premises. GTE and GLOBAL EYES must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix G described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6

GLOBAL EYES is responsible to have all cables and other equipment to be furnished by GLOBAL EYES, ready for installation on the date scheduled. If GLOBAL EYES fails to notify GTE of a delay in the installation date, GLOBAL EYES will be subject to the appropriate additional labor charge set forth on Appendix G described in Section 6.1.

4.2 Space Preparation.

4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or GLOBAL EYES may subcontract this work to a GTE approved contractor.

4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where GLOBAL EYES shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix G described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to GLOBAL EYES's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 46V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

- 4.23 **Cost Requirements.** A standard GTE wire center or access tandem environment is provided for GLOBALEYES equipment deployed in a GTE wire center. Costs for incremental environmental conditioning required due to a collocation request will be determined on an ICB basis and will be allocated to GLOBALEYES based on their pro-rata share as determined in Section 6.3. environmental conditioning of unconditioned floor space requiring major system (e.g., HVAC, DC Power, etc.) modifications may fall outside the standard intervals and are to be negotiated on an ICB basis with the site preparation vendor(s), GLOBALEYES and GTE.
- 4.24 **Timing.** GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform GLOBALEYES of the time estimates as soon as possible. GTE shall complete delivery of the floor space to GLOBALEYES within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to GLOBALEYES beginning the installation of its equipment in a cage, bay or cabinet, GLOBALEYES and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by GLOBALEYES, billing will be initiated, access cards will be issued and GLOBALEYES may begin installation of its equipment.

4.3 **Equipment and Facilities.**

- 4.3.1 **Purchase of Equipment.** GLOBALEYES will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If GLOBALEYES chooses, GTE will assist GLOBALEYES in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of GLOBALEYES's equipment and provided facilities for collocation.
- 4.3.2 **Permissible Equipment.** GLOBALEYES is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. GLOBALEYES shall not place in its collocation space equipment that is used solely for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements, GLOBALEYES may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.
- 4.3.3 **Specifications.** GLOBALEYES's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All GLOBALEYES equipment must be Network Equipment Building Systems (NEBS) 3 compliant, or enclosed in a cabinet that meets GTE NEBS requirements. GTE reserves the right to remove and/or refuse use of GLOBALEYES facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of GLOBALEYES facilities or equipment which does not meet or comply with: (a) GTE network reliability standards; (b) fire and safety

codes; (c) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (d) GTE practices for AC/DC bonding and grounding requirements; and/or (e) the industry standard requirements shown in the following publications:

- (a) TR-NW-r-000499
- (b) TR-NW-T-000063
- (c) TR-TSY-000191
- (d) TR-TSY-000487
- (e) TR-NPL-000320
- (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
- (g) ANSI T1.102
- (h) UL 94

More detailed specifications information will be provided to GLOBALEYES in the CSP.

4.3.4 Cable. GLOBALEYES is required to provide proper cabling, based on circuit type (VF, DSO, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth on Addendum B to the CSP) are required to reduce the possibility of interference. GLOBALEYES is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing GLOBALEYES's fire retardant riser cable from the cable vault to the partitioned space. GTE is responsible for installing GLOBALEYES provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. GTE will wire DS1 services in multiples of 28 or DSO cable facilities in sufficient capacity for GTE to wire DSO services in multiples of 24. GLOBALEYES shall be required to provide DS1 cable facilities to support GLOBALEYES equipment installed to its capacity. If GLOBALEYES provides its own fiber optic facility, then GLOBALEYES shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to GLOBALEYES's space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact GLOBALEYES in the event GLOBALEYES's equipment disrupts the network. If GTE is unable to make contact with GLOBALEYES, GTE shall temporarily disconnect GLOBALEYES's service, as provided in Section 4.7. GTE will notify GLOBALEYES as soon as possible after any disconnects of GLOBALEYES's equipment.

4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole #1 (first GTE manhole outside of the wire center) by GLOBALEYES. Where GLOBALEYES is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire center or access tandem conduit and to GLOBALEYES's collocation arrangement. The

splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure. GTE is responsible for installing a cable splice where GLOBALEYES provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber.

4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where GLOBALEYES owned cable facilities connect to GTE termination equipment. The demarcation point for GLOBALEYES is GLOBALEYES's terminal equipment or interconnect/cross connect panel within GLOBALEYES's cage, bay/frame or cabinet. GLOBALEYES must tag all entrance facilities to indicate ownership. GLOBALEYES will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

4.3.7 Staging Area. For caged and cageless collocation arrangements, GLOBALEYES shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during GLOBALEYES's equipment installation work in the collocation space. GLOBALEYES is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. GLOBALEYES will store equipment and materials within the collocation space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. GLOBALEYES will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. GLOBALEYES may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess GLOBALEYES a market value lease rate for the area occupied by the trailer.

4.3.8 Testing. Upon installation of GLOBALEYES's equipment, with prior notice, GTE will schedule time to work with GLOBALEYES during the turn-up phase of the equipment to ensure proper functionality between GLOBALEYES's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of GLOBALEYES to provide their own monitor and test points, if required, for connection directly to their terminal equipment.

4.4 Access to Collocation Space

GTE will permit GLOBALEYES's employees, agents, and contractors approved by GTE to have direct access to GLOBALEYES's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. GLOBALEYES's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to GLOBALEYES, to access GLOBALEYES's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where GLOBALEYES shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators,

unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany GLOBALEYES's personnel.

4.5 Network Outage, Damage and Reporting.

GLOBALEYES shall be responsible for: (a) any damage or network outage occurring as a result of GLOBALEYES owned or GLOBALEYES designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to GLOBALEYES service.

4.6 Security Requirements.

4.6.1 Background Tests: Training. All employees, agents and contractors of GLOBALEYES must meet certain minimum requirements as established in GTE's CSP. At the time GLOBALEYES places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, GLOBALEYES must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. GLOBALEYES agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide GLOBALEYES with written notice of such changes. Where applicable, GTE will provide information to GLOBALEYES on the specific type of security training required so GLOBALEYES's employees can complete such training.

4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any GLOBALEYES employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of GLOBALEYES are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for GLOBALEYES's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) pursuant to Article IX, Section 4.4, to provide a GTE employee, agent or contractor to accompany and observe GLOBALEYES at no cost to GLOBALEYES. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for per GLOBALEYES for each GTE wire center or access tandem. All GLOBALEYES employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo

identification card, which identifies the person by name and the name of GLOBALEYES. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide GLOBALEYES with instructions and necessary access cards or keys to obtain access to GTE buildings. GLOBALEYES is required to immediately notify GTE by the most expeditious means, when any GLOBALEYES employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. GLOBALEYES is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of GLOBALEYES's employee and/or termination of service. GLOBALEYES shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of GLOBALEYES or GLOBALEYES's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

GLOBALEYES is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. GLOBALEYES will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify GLOBALEYES in advance of any such emergency access, If advance notification is not possible GTE will provide notification of any such entry to GLOBALEYES as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact GLOBALEYES's facilities or equipment and its ability to provide service. GTE will restrict access to GLOBALEYES's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access GLOBALEYES's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by GLOBALEYES or GLOBALEYES's equipment upon the operation of GTE's equipment, facilities and/or employees located outside GLOBALEYES's collocation space. GTE will notify GLOBALEYES as soon as possible when such an event has occurred. In case of a GTE work stoppage, GLOBALEYES's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect GLOBALEYES's access to its premises, or ability to provide service. GLOBALEYES will notify GTE point of contact of any work stoppages by GLOBALEYES employees.

5. Space Reauirements.

5.1 Space Availability

GTE shall permit GLOBALEYES to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the

list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/regulatory>

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to GLOBALEYES at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to GLOBALEYES will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. GTE will not deny a CLEC's collocation request if only unused, unconditioned space is available for collocation. Subject to technical feasibility limitations, GTE will modify the unused, unconditioned space into suitable, unused space and then permit the CLEC to collocate in that space. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by GLOBALEYES by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix G described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and GLOBALEYES will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, GLOBALEYES shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. GLOBALEYES shall use the collocation space solely for the purposes of installing, maintaining and operating GLOBALEYES's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. GLOBALEYES shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as GLOBALEYES's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as GLOBALEYES's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests. GLOBALEYES shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with GLOBALEYES to determine an alternative arrangement for the specific location. GLOBALEYES will be allowed to reserve collocation space for its caged/cageless arrangements based on GLOBALEYES's documented forecast provided GTE and subject to

space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing GLOBALEYES equipment.

5.5 Collocation Space Report.

Upon request by GLOBALEYES and upon GLOBALEYES signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to GLOBALEYES within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, GLOBALEYES must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date GLOBALEYES accepts the collocation arrangement. If GLOBALEYES does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse GLOBALEYES for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix G attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in

Appendix G, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to GLOBALEYES when GTE provides GLOBALEYES access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preoaration Costs.

If GLOBALEYES elects to collocate equipment in non-environmental conditioned space, GLOBALEYES will be responsible for its pro-rata share of all costs associated with the environmental conditioning of the space. The total costs associated with the environmental conditioning of space will be determined on an ICB basis, as specified in Section 4.2.3 (the "Total ICB Collocation Space Preparation Cost"). These costs will be prorated and shared by GTE and other collocators based on the following algorithm:

$$\text{Collocator Share} = \frac{\text{Total ICB Collocation Space Preparation Cost}}{\text{State ICB Fill Factor}}$$

The State ICB Fill Factor will equal the average number of collocators based on completed, pending and forecasted applications including GTE. The same State ICB Fill Factor will be assigned to all wire centers or access tandems with an ICB charge in the state and will be included with the ICB quote. Collocation projects for which an ICB charge is necessary may include, without limitation, the following: major environmental conditioning, major power plant upgrades, equipment rearrangements, major conduit and cable vault additions and asbestos removal.

7. Indemnification

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

- 7.1** GLOBALEYES shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by GLOBALEYES or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of GLOBALEYES's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) GLOBALEYES's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of GLOBALEYES, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to GLOBALEYES only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to GLOBALEYES designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to GLOBALEYES or its customers for any interruption of GLOBALEYES's service or for interference with the operation of GLOBALEYES's designated facilities arising in any manner out of GLOBALEYES's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by GLOBALEYES or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by GLOBALEYES, even if GTE has been advised of the possibility of such loss or damage.

a. Insurance.

8.1 GLOBALEYES shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

a.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

(a) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

(b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.

(c) All Risk Property coverage on a full replacement cost basis insuring all of GLOBALEYES's real and personal property located on or within GTE wire centers. GLOBALEYES may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.

(d) Statutory Workers Compensation coverage.

(e) Contractual Liability coverage.

(f) Automobile Liability coverage.

(g) Employers Liability coverage in an amount of \$2,000,000.

0.3 All policies purchased by GLOBALEYES shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.

8.4 All insurance must be in effect on or before GTE authorizes access by GLOBALEYES employees or placement of GLOBALEYES equipment or facilities within GTE premises

and such insurance shall remain in force as long as GLOBALEYES's facilities remain within any space governed by this Article IX. If GLOBALEYES fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from GLOBALEYES. Failure to make a timely reimbursement will result in disconnection of service.

- a.5 GLOBALEYES shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.
- 8.6 GLOBALEYES shall arrange for GLOBALEYES's insurance company to provide GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination,
- 8.7 GLOBALEYES must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.
- 8.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, GLOBALEYES shall not use or disclose and shall hold in confidence all information of a competitive nature provided to GLOBALEYES by GTE in connection with collocation or known to GLOBALEYES as a result of GLOBALEYES's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of GLOBALEYES's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by GLOBALEYES in connection with collocation or known to GTE as a result of the interconnection of GLOBALEYES's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and GLOBALEYES on a need to know basis only. Neither GTE nor GLOBALEYES shall be obligated to hold in confidence information that:

- (a) Was already known to GLOBALEYES free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty.

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of GLOBALEYES, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to GLOBALEYES as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall

expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. GLOBALEYES shall forthwith quit, surrender and vacate the premises without prejudice, Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, GLOBALEYES shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of GLOBALEYES's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with GLOBALEYES to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to GLOBALEYES detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against GLOBALEYES in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by GLOBALEYES which were because any period after such date shall be returned to GLOBALEYES.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon GLOBALEYES's compliance with the terms and conditions of this Article IX and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits, Failure of GLOBALEYES to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event GLOBALEYES: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, GLOBALEYES shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove GLOBALEYES's equipment if GLOBALEYES fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. GLOBALEYES will be charged the appropriate additional labor charge in Appendix G for the removal of such equipment. Upon removal by GLOBALEYES of all its equipment from the collocation space, GLOBALEYES will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix G. Upon termination of collocation services, GLOBALEYES relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. GLOBALEYES does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that GLOBALEYES requires use of a GTE local exchange line, GLOBALEYES must order a business local exchange access line (B1). GLOBALEYES may not use GTE official lines,